

Inbred Popcorn Research and Development Agreement

This AGREEMENT made this _____ by and between the Iowa State University Research Foundation, Inc. (hereinafter called ISURF), and _____ (hereinafter called COMPANY).

Whereas, COMPANY has requested a sample of the following proprietary inbred popcorn germplasm which is the exclusive property of ISURF.

Popcorn Germplasm Inbred Lines

ISURF agrees to supply seed of the above inbred lines and COMPANY agrees to abide by the following terms of the AGREEMENT:

1. Seed provided may be used for basic research, evaluation and/or test crossing only. Seed may be increased but only to provide enough additional seed to make experimental hybrids for evaluation.
2. No seeds, plants, plant parts, seed parts, callous tissue or DNA of these inbred lines will be distributed to a third party.
3. Direct commercialization of these inbred lines should not start before COMPANY requests a commercialization license from ISURF and COMPANY signs a commercialization licensing agreement.

COMPANY may conduct and publish results of research on this germplasm and/or genetic stocks, cultivars, hybrids and/or germplasm developed with the germplasm listed above without prior approval of ISURF. COMPANY agrees to duly acknowledge the contributions of the Iowa State University breeding program in the provision of the germplasm in all publications and in all descriptions and release notifications of material derived from the germplasm listed above.

COMPANY agrees that ISURF is not liable for any royalty claims that may be made against the parentage of the inbred lines listed above. This agreement shall be construed according to the laws of the State of Iowa.

The germplasm is provided "As Is" without warranty of any sort, expressed or implied. The recipient agrees to bear all risk resulting from the use of the germplasm and anything derived therefrom.

In Witness whereof, the parties have executed this Agreement the day and year first written above.

IOWA STATE UNIVERSITY RESEARCH FOUNDATION, INC.

By: _____ Date: _____, _____

Lisa Lorenzen, Ph.D., Executive Director

LICENSEE

By: _____ Date: _____, _____

Name and Office: _____

Address _____

Phone: _____ Fax: _____ Email: _____